SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)

RATING

PAGE 1 OF PAGES 67

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

EDIES17R0033

4. TYPE OF SOLICITATION

NEGOTIATED (RFP)

5. DATE ISSUED

6. REQUISITION/PURCHASE NUMBER

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

2. CONTRACT NUMBER

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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in until 10:00 AM ET local time NOV 22, 2017 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

OFFER

10. FOR INFORMATION CALL

A. NAME

Endrias Leuleseged

B. TELEPHONE (NO COLLECT CALLS)

C. E-MAIL ADDRESS

Endrias.Leuleseged@ed.gov

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

(See Section I, Clause No. 52.232-8)

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<th>20 CALENDAR DAYS (%)</th>
<th>30 CALENDAR DAYS (%)</th>
<th>CALENDAR DAYS (%)</th>
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(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

15A. NAME AND ADDRESS OF OFFEROR

CODE

FACILITY

15B. TELEPHONE NUMBER

AREA CODE

NUMBER

EXT.

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c)

41 U.S.C. 3304(a)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (If other than Item 7)

CODE

25. PAYMENT WILL BE MADE BY

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)

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Previous edition is unusable

STANDARD FORM 33 (REV. 6/2014)

Prescribed by GSA - FAR (48 CFR 53.214(c)
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<td>The purpose of this contract is to generate design options that can provide high-quality and useful evidence on the impact of the Promise Neighborhoods Program on student outcomes. Feasibility Study for an Impact Evaluation of Promise Neighborhoods</td>
<td>1.00</td>
<td>SE</td>
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<td></td>
<td>Period of Performance: 12/29/2017 to 12/28/2018</td>
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B.1 Total Contract Value

Total Contract Value

It is estimated that the total value to the Government for the full performance of this contract will be $(TBD) of which the amount for cost reimbursable tasks is not to exceed $(TBD), and the fixed fee is $(TBD)

The total amount obligated at time of Award, is $(TBD).
C.1 302-2 SCOPE OF WORK (FEBRUARY 1985)
The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, Attachment A-PWS. This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.
D.1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Ship deliverable items to:

(The name of the Contracting Officer’s Representative to be inserted at time of award)

(c) Mark deliverables for: (The name of the Contracting Officer's Representative to be inserted at time of award)
E.1 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)
(Reference 52.246-5)
SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.242-15 I  STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)
(Reference 52.242-15 I)

F.2 305-4 PERIOD OF PERFORMANCE (MARCH 1986)
The period of performance shall be from TBD to TBD, inclusive of all specified deliveries and/or task work.
G.1 3452.201-70 CONTRACTING OFFICER’s REPRESENTATIVE (COR) (MAY 2011)

(a) The Contracting Officer’s Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.

(c) The COR’s name and contact information: (To be inserted at time of award)

(d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

(End of Clause)

G.2 306-1b Invoice and Contract Financing Requests Submission - IPP (December 2013)

(a) Payments shall be rendered in accordance with the identified payment schedule(s), and any other incorporated payment clause(s), specified rates, and/or fixed price amounts.

(b) The contractor shall submit invoices electronically by means of the web-based system, Invoice Processing Platform (IPP) that can be accessed at: http://www.ipp.gov/. All submitted invoices must be accompanied by supporting documentation in accordance with the contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), and Microsoft Outlook message (msg).

(c) Invoice Number Format - The format for the invoice shall be the contract number followed by the invoice number. The invoice number shall have no spaces, dashes, or other special characters. The invoice number cannot exceed 21 characters. Examples of acceptable invoice number formats are as follows:

Example 1, Definitive Contract:
Contract Number: ED-ABC-13-C-1234
Contractor's Invoice No.: 15897126341
IPP Invoice No.: EDABC13C1234158971263 (Note that the "-" characters were removed due to the requirement of not having special characters and the last two digits ["41"] from the contractor's invoice number were removed due to the 21 character limitation)

Example 2, Task/Delivery Order Contract:
Contract Number: ED-CDE-13-A-4567/0001
Contractor's Invoice No.: 158971263
IPP Invoice No.: EDCDE13A4567000115897 (Note that the "/" and "-" characters were removed due to the requirement of not having special characters and the last four digits ["1263"] from the contractor's invoice number were removed due to the 21 character limitation)

(d) If the Contractor has not already established an IPP account that is active, an IPP account will be automatically created on behalf of the Contractor. The automatically created IPP account will be issued to the Designated Primary Administrator, which will be the individual that has been identified in the "Accounts Receivable POC" Section of the Contractor's System for Award Management (SAM) registration located at https://www.sam.gov/portal/public/SAM/.

(e) Within ten (10) business days of the Contractor entering or updating the Accounts Receivable POC information within the Contractor's SAM registration, the Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Designated Primary Administrator's IPP username. Within 24 hours of receiving the initial email, the Designated Primary Administrator will receive a second email containing their IPP password. Once both emails have been received, the Designated Primary Administrator must log into IPP and complete the registration process.
(f) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.

(g) The Contractor must ensure that the "Accounts Receivable POC" Section of its SAM registration is accurate and up to date.

(h) In the event that an invoice is rejected, the contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to IPP Customer Support Team, as identified at http://www.ipp.gov/

G.3 306-8 CONTRACT ADMINISTRATOR (FEB 1985)
The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration.

TO BE FILLED IN AT TIME OF AWARD.

G.4 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)
(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e).

(b) The provisional overhead rate(s) applicable to this contract:

( TO BE FILLED IN AT TIME OF AWARD)
SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 3452.208-71 PRINTING (MAY 2011)
   (Reference 3452.208-71)

H.2 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)
   (Reference 3452.208-72)

H.3 3452.209-71 CONFLICT OF INTEREST (MAY 2011)
   (Reference 3452.209-71)

H.4 3452.215-70 RELEASE OF RESTRICTED DATA (MAY 2011)
   (Reference 3452.215-70)

H.5 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011)
   (Reference 3452.224-70)

H.6 3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)
   (Reference 3452.224-71)

H.7 3452.227-71 ADVERTISING OF AWARDS (MAY 2011)
   (Reference 3452.227-71)

H.8 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011)
   (Reference 3452.227-72)

H.9 3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH
    RESTRICTIVE LEGENDS (MAY 2011)
   (Reference 3452.227-73)

H.10 3452.228-70 REQUIRED INSURANCE (MAY 2011)
    (Reference 3452.228-70)

H.11 3452.237-70 SERVICES OF CONSULTANTS (MAY 2011)
    (Reference 3452.237-70)

H.12 3452.242-70 LITIGATION AND CLAIMS (MAY 2011)
    (Reference 3452.242-70)

H.13 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (MAY 2011)
    (Reference 3452.242-71)

H.14 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES
    (MAY 2011)
    (Reference 3452.242-73)

H.15 3452.247-70 FOREIGN TRAVEL (MAY 2011)
    (Reference 3452.247-70)

H.16 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011)
    (a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.
    (b) The EDAR is available via the Internet at www.ed.gov/policy/fund/reg/clibrary/edar.html.
        (End of Clause)

H.17 3452.227-70 PUBLICATION AND PUBLICITY (MAY 2011)
(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the contracting officer's representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form.

(b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgement shall read substantially as follows: "This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number TBD. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

(End of Clause)

H.18 3452.243-70 KEY PERSONNEL (MAY 2011)

(a) The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the contractor without written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect the addition or deletion of key personnel.

(b) The following personnel have been identified as Key Personnel in the performance of this contract:

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

(End of Clause)

H.19 31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to N/A.

H.20 31.205.71 TRAVEL COSTS

No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a "direct service" [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to TBD.

H.21 307-19 REDACTED PROPOSALS (DECEMBER 1998)
The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

H.22  313.237-72 CLEARANCE OF CONFERENCES/MEETINGS (FEBRUARY 2015):
Any hotel/venue contract that the Contractor negotiates must be reviewed by and receive concurrence from a Conference Policy and Operations Team member prior to final agreement. All hotel/venue contracts shall be submitted electronically via email to the cognizant Contracting Officer's Representative, with a carbon copy to the Contracting Officer, who will ensure Conference Policy and Operations reviews the contract.

Complimentary Items "Comps": The Contractor does not have authority to negotiate or accept room upgrades for Department or Contractor staff. However, the Contractor is authorized to exercise its best efforts to obtain other Comps of necessary items/services that the Department would otherwise seek to procure in furtherance of the conference/meeting (i.e., meeting rooms, sleeping rooms, audio-visual equipment, etc.) Dual Compensation: Contractors are prohibited from receiving compensation from both the Department and any other source for conference planning performed pursuant to the terms of this Contract. If the Contractor receives any compensation from another source as a result of conference services performed for the Department, the Contractor shall report this compensation to the Contracting Officer and offset its invoice to the Department in an equal amount.
3452.237-71 Observance of Administrative Closures (May 2011)

(a) The contract schedule identifies all Federal holidays that are observed under this contract. Contractor performance is required under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government personnel receive early dismissal instructions.

(b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor’s site, if appropriate.

The following holidays are classified by the Office of Personnel and Management as Federal Holidays:

- New Year’s Day
- Birthday of Martin Luther King, Jr.
- Washington’s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

(End of Clause)
SECTION I
CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS (NOV 2013)
(Reference 52.202-1)

I.2 52.203-3 GRATUITIES (APR 1984)
(Reference 52.203-3)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(Reference 52.203-5)

I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
(Reference 52.203-6)

I.5 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)
(Reference 52.203-7)

I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
(Reference 52.203-8)

I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
(Reference 52.203-10)

I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
(Reference 52.203-12)

I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
(Reference 52.203-13)

I.10 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
(Reference 52.203-17)

I.11 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)
(Reference 52.204-10)

I.12 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
(Reference 52.204-13)

I.13 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)
(Reference 52.204-14)

I.14 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MANAGEMENT (JUL 2016)
(Reference 52.204-18)

I.15 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
(Reference 52.209-6)

I.16 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
(Reference 52.209-9)

I.17 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
(Reference 52.209-10)

I.18 52.210-1 MARKET RESEARCH (APR 2011)
(Reference 52.210-1)
I.19 52.215-2 Audit and Records--Negotiation (Oct 2010)  
(Reference 52.215-2)

I.20 52.215-8 Order of Precedence--Uniform Contract Format (Oct 1997)  
(Reference 52.215-8)

I.21 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)  
(Reference 52.215-10)

I.22 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data--Modifications (Aug 2011)  
(Reference 52.215-11)

I.23 52.215-12 Subcontractor Certified Cost or Pricing Data (Oct 2010)  
(Reference 52.215-12)

I.24 52.215-13 Subcontractor Certified Cost or Pricing Data--Modifications (Oct 2010)  
(Reference 52.215-13)

(Reference 52.215-23)

I.26 52.216-7 Allowable Cost and Payment (July 2013)  
(Reference 52.216-7)

I.27 52.216-8 Fixed Fee (Jun 2011)  
(Reference 52.216-8)

I.28 52.219-8 Utilization of Small Business Concerns (Nov 2016)  
(Reference 52.219-8)

I.29 52.219-9 II Small Business Subcontracting Plan (Jan 2017)--Alternate II (Nov 2016)  
(Reference 52.219-9 II)

I.30 52.219-16 Liquidated Damages--Subcontracting Plan (Jan 1999)  
(Reference 52.219-16)

I.31 52.219-28 Post-Award Small Business Program Representation (Oct 2014)  
(Reference 52.219-28)

I.32 52.222-2 Payment for Overtime Premiums (Jul 1990)  
(Reference 52.222-2)

(The following clause shall apply as prescribed in FAR 22.202.)

I.33 52.222-3 Convict Labor (Jun 2003)  
(Reference 52.222-3)

I.34 52.222-21 Prohibition of Segregated Facilities (Apr 2015)  
(Reference 52.222-21)

I.35 52.222-26 Equal Opportunity (Sept 2016)  
(Reference 52.222-26)

(The following clause shall apply as prescribed in FAR 22.1308.)

(Reference 52.222-35)
(The following clause shall apply as prescribed in FAR 22.1408.)

I.37 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
(Reference 52.222-36)

I.38 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
(Reference 52.222-37)

I.39 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
(Reference 52.222-40)

I.40 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
(Reference 52.222-50)

I.41 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
(Reference 52.222-54)

I.42 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 52.223-6)

I.43 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
(Reference 52.223-18)

I.44 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 52.224-1)

I.45 52.224-2 PRIVACY ACT (APR 1984)
(Reference 52.224-2)

I.46 52.224-3 PRIVACY TRAINING (JAN 2017)
(Reference 52.224-3)

I.47 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
(Reference 52.225-13)

I.48 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (OCT 2015)
(Reference 52.225-25)

I.49 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(Reference 52.228-7)

I.50 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)
(Reference 52.230-2)

I.51 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)
(Reference 52.230-3)

I.52 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
(Reference 52.230-6)

I.53 52.232-1 PAYMENTS (APR 1984)
(Reference 52.232-1)

(The following clause shall apply as prescribed in FAR 32.111(c)(2).)

I.54 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 52.232-9)
I.55 52.232-17 INTEREST (MAY 2014)  
(Reference 52.232-17)

I.56 52.232-20 LIMITATION OF COST (APR 1984)  
(Reference 52.232-20)

I.57 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)  
(Reference 52.232-23)

I.58 52.232-25 PROMPT PAYMENT (JAN 2017)  
(Reference 52.232-25)

I.59 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)  
(Reference 52.232-33)

I.60 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)  
(Reference 52.232-39)

I.61 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)  
(Reference 52.232-40)

I.62 52.233-1 I DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991)  
(Reference 52.233-1 I)

I.63 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)  
(Reference 52.233-3 I)

I.64 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)  
(Reference 52.233-4)

I.65 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)  
(Reference 52.239-1)

I.66 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)  
(Reference 52.242-1)

I.67 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)  
(Reference 52.242-3)

I.68 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)  
(Reference 52.242-4)

I.69 52.242-13 BANKRUPTCY (JUL 1995)  
(Reference 52.242-13)

I.70 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)  
(Reference 52.243-2 I)

I.71 52.244-2 I SUBCONTRACTS (OCT 2010)--ALTERNATE I (JUN 2007)  
(Reference 52.244-2 I)

I.72 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)  
(Reference 52.244-5)

I.73 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)  
(Reference 52.244-6)

I.74 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 52.246-25)

I.75 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
(Reference 52.247-63)

I.76 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
(Reference 52.249-6)

I.77 52.249-14 EXCUSABLE DELAYS (APR 1984)
(Reference 52.249-14)

I.78 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
(Reference 52.253-1)

I.79 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause--

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered
contractor information systems generally or other Federal safeguarding requirements for controlled
unclassified information (CUI) as established by Executive Order 13556.
(c) Subcontracts. The Contractor shall include the substance of this clause, including this
paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of
commercial items, other than commercially available off-the-shelf items), in which the subcontractor
may have Federal contract information residing in or transiting through its information system.
(End of clause)

I.80 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates
specified in the contract. These rates may be adjusted only as a result of revisions to prevailing
labor rates provided by the Secretary of Labor. The option provision may be exercised more than
once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting
Officer may exercise the option by written notice to the Contractor within 60 days of contract
expiration. The labor rates for the Base Year will be used to develop cost for any extension.

(End of Clause)

I.81 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as
if they were given in full text. Upon request, the Contracting Officer will make their full text
available. Also, the full text of a clause may be accessed electronically at this/these address(es):


(End of Clause)
SECTION J
LIST OF ATTACHMENTS

J.1 309-1a LIST OF ATTACHMENTS
Attachment A - Performance Work Statement;
Attachment B - Small Business Subcontracting Plan;
Attachment C - Past Performance Evaluation Form (This is a place holder for the COI Plan to be incorporated at the time of award)
I. INTRODUCTION

The National Center for Education Evaluation and Regional Assistance (NCEE) of the U.S. Department of Education’s (the Department) Institute of Education Sciences (IES) needs to assess the feasibility of conducting an Impact Evaluation of Promise Neighborhoods. Promise Neighborhoods (the Program) is a discretionary federal grant program authorized by Title IV Section 4624 of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). The Program competitively awards grants to eligible non-profit organizations, institutions of higher education, and Indian tribes, who typically work in partnership with a number of other local organizations to plan for and implement place-based initiatives that provide a comprehensive system of community, school, and family supports. The ultimate goal is to help ensure that children living in the nation’s most distressed neighborhoods receive a high-quality education and then successfully transition to postsecondary education and into the workforce. The purpose of this feasibility study is to inform a potential future evaluation effort that examines the impacts and implementation of activities funded under the Program. The final proposed study design options must use the most credible scientific methods feasible, and have the potential to provide information about the Program that is useful to policymakers and practitioners.

A. Legislative Authority

An evaluation of the Promise Neighborhoods Program is mandated by Title IV Section 4624 of ESSA, which states that “The Secretary shall reserve not more than 5 percent of the funds made available under section 4601(b)(2)(A) to provide technical assistance and evaluate the implementation and impact of the activities funded under this section, in accordance with section 8601.”

B. Background\(^1\)

While the Promise Neighborhoods Program was first formally authorized with the passage of ESSA in December 2015, the Department has been awarding Promise Neighborhood grants since Fiscal Year 2010 under the legislative authority of the Fund for the Improvement of Education, Title V Sections 5411-5413 of the Elementary and Secondary Education Act as amended by the No Child Left Behind Act. This Fund supported nationally significant programs to improve the quality of elementary and secondary education at the State and local levels and to help all children meet challenging State academic content and student academic achievement standards.

\(^1\) This section includes a brief summary of the Promise Neighborhoods Program. For detailed information, see: https://www2.ed.gov/programs/promiseneighborhoods/index.html.
The Department invested a total of $363 million in Promise Neighborhood grants between 2010 and 2016, with 64 grants awarded to support approximately 50 unique Promise Neighborhoods for up to five years. The grantees are non-profit organizations, institutions of higher education, or Indian tribes. While each grantee is ultimately responsible for planning and implementing their Promise Neighborhood, they typically work in partnership with a number of other organizations (e.g., schools, social services providers, mental health providers) to provide pipeline services to eligible families. Some organizations initially received a planning grant and then subsequently received an implementation grant, which is why there are more grants (64) than unique Promise Neighborhoods served (50). The Department is investing approximately $73 million more in Fiscal Year 2017, which will include the first cohort of grantees under the ESSA-authorized Promise Neighborhoods Program.

The purpose of the Program is to provide the nation’s most distressed neighborhoods with high-quality pipeline services. Grantees must demonstrate through a needs assessment that the neighborhood they propose to serve is distressed. Indicators may include a large number of low-performing schools, and high rates of poverty, unemployment, truancy, drug abuse, teen pregnancy, childhood obesity, academic failure, crime, and juvenile delinquency or incarceration. Grantees must also have a plan to deliver a continuum of integrated supports as children move from birth through postsecondary education and into the workforce. These supports should be evidence-based to the extent possible. While the pipeline services are meant to be comprehensive and coordinated, the Program’s theory of action maintains that strong schools are central to the creation of a successful Promise Neighborhood. The pipeline services that a grantee must offer include activities to support:

- High-quality early childhood education programs
- High-quality school and out-of-school-time programs and strategies
- Transitions between all levels of schooling
- Family and community engagement at school and at home
- Workforce readiness, such as job training, internships, or career counseling
- Social, health, nutrition, and mental health services
- Juvenile crime prevention and rehabilitation programs

Given the comprehensive nature of services that grantees are expected to provide, the Program similarly expects grantees to positively impact a diverse set of outcomes, including:

- Number and percentage of children in kindergarten who demonstrate at the beginning of the program or school year age-appropriate functioning across multiple domains of early learning as determined using developmentally-appropriate early learning measures
- Number and percentage of students at or above grade level according to state mathematics assessments in at least the grades required by ESSA (3rd through 8th grades and once in high school)
- Number and percentage of students at or above grade level according to state English language arts assessments in at least the grades required by ESSA
- Attendance rate of students in 6th, 7th, 8th, and 9th grade as defined by average daily attendance
- Chronic absenteeism rate of students in 6th, 7th, 8th, and 9th grades
- Four-year adjusted cohort graduation rate
- Number and percentage of Promise Neighborhood students who enroll in a two-year or four-year college or university after graduation
- Number and percent of Promise Neighborhood students who graduate from a two-year or four-year college or university or vocational certification completion
- Number and percentage of children who consume five or more servings of fruits and vegetables daily
• Number and percentage of children who feel safe at school and traveling to and from school as measured by a school climate survey
• Student mobility rate
• Number and percentage of parents or family members that read to or encourage their children to read three or more times a week or reported their child read to themselves three or more times a week (birth–8th grade)
• Number and percentage of parents/family members who report talking about the importance of college and career (9th-12th grade)
• Number and percentage of students who have school and home access to broadband internet and a connected computing device

In sum, the structure of the Promise Neighborhoods Program reflects a belief that children who grow up in distressed communities face risks of experiencing negative life outcomes that are compounded, and that counteracting these risks requires a continuum of comprehensive, coordinated supports.

The Program was intended to support the replication and scale-up of place-based initiatives like the Harlem Children’s Zone,² which provides education and community supports to low-income families in Harlem, New York. Exploiting a lottery that randomly offered interested students the opportunity to attend the Harlem Children’s Zone’s Promise Academy charter school, researchers found that up to six years later, the school had positive impacts on students’ academic outcomes such as math and reading, as well as non-academic outcomes such as teen pregnancy and incarceration.³ These and other researchers have presented evidence suggesting that the positive impacts are mostly being driven by the quality of the charter school and not by the other services and supports provided by the Harlem Children’s Zone.⁴ However, this evidence is not based on a rigorous lottery design and so should be interpreted with more caution.

Aside from the Harlem Children’s Zone studies, there are no impact studies to date of place-based initiatives funded by the Promise Neighborhoods Program. There have been some case studies of implementation and some impact studies of individual components of an initiative, but no studies that have looked holistically at program impacts on student outcomes.⁵ Given the limited evidence and that the Department is continuing to invest in the Promise Neighborhoods Program (over $400 million to date); it is important to have more comprehensive evidence on the impacts of these initiatives.

C. Key Research Questions

The purpose of this feasibility study is to generate design options that can provide high-quality and useful evidence on the impact of the Promise Neighborhoods Program on student outcomes. In performing the tasks described in this Performance Work Statement (PWS), the contractor shall propose designs for

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² http://hcz.org/
⁴ Dobbie and Fryer, 2011.
conducting a full evaluation via a subsequent contract, and thoroughly assess the credibility, feasibility, and tradeoffs of each proposed design.

The design options report for an Impact Evaluation of Promise Neighborhoods shall address the following key questions:

- What are the most policy-relevant impact questions that can be credibly answered about the Promise Neighborhoods Program? For example, is it the impact of the federal grant money? Is it the impact of implementing an average program funded by Promise Neighborhood grants? Is it the impact of a particular Promise Neighborhood initiative? Is it the impact of the school-based part of the Program relative to other family or community parts of the Program? Is it the impact of specific components or activities that are part of a typical Promise Neighborhoods initiative?
- What are the most credible and feasible study designs for each of the relevant impact questions?
- What is the most credible and feasible counterfactual for each of the relevant impact questions? How will an appropriate comparison group be identified? What about recruitment?
- What are the most appropriate and relevant outcomes to collect for each of the relevant impact questions? How will these outcomes be measured, and how often will they be collected?
- What coordination with the Program grantees would be helpful (or necessary) for carrying out each of the proposed study design options, and what are the key required timelines to ensure that such coordination is feasible?

II. PERIOD OF PERFORMANCE

The period of performance will be one 12-month Base Year.

III. SCOPE OF WORK

The specific tasks and subtasks that the contractor shall perform are described below.

Task 1—Kick-Off Meeting with the Department

The contractor’s project director and up to three key project staff shall meet with the Contracting Officer (CO), Contracting Officer’s Representative (COR) and other appropriate Department staff within two weeks of contract award to discuss details regarding the tasks outlined in the proposal, scheduling activities, and other issues related to the contract. This meeting shall be held at the Department’s offices in Washington, D.C. The contractor shall come prepared to identify any areas of concern not contained in the accepted technical proposal or discussed during contract negotiations, and to suggest ways of responding to these concerns. Within one week following the meeting, the contractor shall submit a memo summarizing the key issues and concerns raised at the meeting, and how each will be addressed in the study. The COR will review the memo within one week. If any changes are needed, the contractor shall make them within two business days.

Deliverables: Kick-Off Meeting Summary

Task 2—Identify and Explore Study Design Options
2.1 Develop and Refine Feasibility Discussion Protocol and Plan: The contractor shall develop and submit a protocol and plan to address each of the key research questions (Section C) no later than five weeks after the Kick-off Meeting (Task 1). The protocol shall include a section to guide discussions with current Promise Neighborhood grantees and relevant partners, as well as a section to guide discussions with districts or schools that reside in the area currently served by the Promise Neighborhood. The protocol shall also be relevant or adaptable for discussions with place-based initiative providers, and districts or schools that may not be currently receiving Promise Neighborhood grants. The general purpose of this protocol shall be to elicit information that will inform study design options, as well as the feasibility of recruitment, data collection, and timelines for an impact evaluation of Promise Neighborhoods. The plan that accompanies the protocol shall explain the contractor’s approach to determining how many and which grantees, non-grantees, schools, and districts to have discussions with. The plan shall also explain how each of the proposed items in the protocol will inform the key research questions related to feasibility and design options. The COR will review and provide feedback on the draft feasibility plan and protocol within two weeks of submission. Based on COR feedback, the contractor shall refine and submit a final version of the feasibility plan and protocol no later than nine weeks after the kick-off meeting.

2.2 Implement Feasibility Plan and Protocol: After the final feasibility plan and protocol is approved by the COR, the contractor shall implement the plan and protocol. As part of implementation, the contractor shall conduct interviews using this protocol with up to 9 place-based initiative providers and 9 districts or schools. The feasibility plan and protocol shall be fully implemented no later than 17 weeks after the kick-off meeting to ensure sufficient time to prepare the draft study design options report (see Task 3).

Deliverables:
- Draft Feasibility Plan and Protocol
- Final Feasibility Plan and Protocol

Task 3—Study Design Options Report

The contractor shall prepare a study design options report that addresses the issues raised in Section B (Background) and Section C (Key Research Questions) of the PWS, drawing in part on the results of implementing the feasibility plan and protocol (Subtask 2.2). The report shall include the pros and cons of each study design option, both in terms of its methodological quality and its practical ease to implement in the field. The report shall also discuss instrumentation, data collection, and analysis issues, particularly as they relate to implementing each of the proposed study design options. The contractor shall provide a draft of the study design options report to the COR 12 weeks prior to the Technical Work Group (TWG) meeting. The COR will review and provide feedback on this draft within two weeks of receipt. The study design options report shall be used as materials for informing the TWG of the study design options prior to the TWG meeting (Task 4). The study design options report shall also be used to prepare presentation materials for the TWG meeting (Task 4). These presentation materials and an agenda shall be submitted to the COR four weeks prior to the TWG meeting. The COR will review and provide feedback on these materials within one week of receipt. The contractor shall make any changes that the COR requires no later than two weeks prior to the TWG meeting.

The contractor shall revise the study design report as appropriate based on the COR’s feedback on the draft report and subsequent to the discussion with the TWG (Task 4). The contractor shall submit this final study design options report no later than 50 weeks after contract award. If TWG members recommend any significant deviations from the study design, data collection, or data analysis options indicated in the study design options report, the contractor shall submit the recommendation to the COR for approval prior to implementation. The contractor shall not make any significant changes in the study design options report based solely upon the recommendation of TWG members without the written approval of the COR. On an as needed basis, the contractor may have individual TWG members review
products to assist with specific issues on which they have expertise. In these cases, there is no need to convene all TWG members in a group meeting to discuss a limited, specific set of issues.

**Deliverables:**
- Draft Study Design Options Report
- TWG Materials Based on Study Design Options Report
- Final Study Design Options Report

**Task 4—Technical Working Group**

4.1 Establish Technical Working Group: The role of the TWG will be to advise the contractor and the Department on the conduct of a potential evaluation of Promise Neighborhoods, including but not limited to: study design, instrumentation, data collection, and analysis. The TWG shall be comprised of up to 12 individuals, and must include national experts in: place-based initiatives (particularly those most related to the Promise Neighborhoods Program), specific content areas that are often components of place-based initiatives (e.g., early learning programs, after-school programs, family/community engagement programs, programs to facilitate school transitions, etc.), evaluation methodology (both experimental and quasi-experimental, as well as conducting high-quality impact studies in the context of large federal grant programs). The contractor shall submit a list of proposed TWG members no later than three weeks after the kick-off meeting (Task 1). When preparing the list, the contractor shall evaluate the potential for conflicts of interest by assessing whether each potential TWG nominee has a bias or financial interest in the outcome of the study. The list shall also clearly explain the background and expertise of each proposed TWG member, and how it is specifically relevant to the needs of the study. The COR will review the proposed TWG list within three business days of receipt. The contractor shall address any feedback and make any changes that the COR requires no later than three business days after receiving feedback. After COR approval of the proposed TWG members, the contractor shall contact each approved member to secure interest and intention to serve on the TWG.

4.2 Convene Technical Working Group: The contractor shall convene a meeting of the TWG no later than 36 weeks after contract award. The TWG meeting shall focus on the proposed key research questions, the study design options, identification and recruitment feasibility of a relevant counterfactual comparison group, data collection, and analysis issues. The contractor shall submit a written summary of the meeting to the COR within one week after the TWG meeting, detailing suggestions and recommendations along with the contractor’s proposed actions. The COR will review the written summary within one week of receipt. The contractor shall address any feedback and make any changes that the COR requires no later than one week after receiving feedback. Proposed actions shall not go forward unless approved by the COR. This one-day meeting shall be held at the Department’s offices in Washington, D.C., and the contractor shall cover the travel, per diem, and honorarium expenses of the TWG members. Honorarium amounts shall be based on the number of hours that TWG members are expected to provide, and the hourly rate of the honorarium should not exceed the current General Schedule (GS)-15, Step 10 hourly rate without justification. Food and beverage shall not be provided for attendees, but the contractor shall build in a coffee break and a lunch break time into the agenda.

**Deliverables:**
- List of proposed TWG members
- Summary of TWG meeting

**Task 5—Reporting Requirements**

The contractor shall submit one copy of the following performance reports each month through the Invoice Processing Platform. The COR will review these reports within one week of receipt. Any feedback by the COR shall be addressed by the contractor within 2 business days.
Monthly Progress Report/Exception Reports: The contractor shall prepare monthly progress reports due at the same time as the monthly invoice. The reports shall summarize the major activities and accomplishments for the reporting period. In addition, they shall provide information for each project task or subtask regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for the next month, identify and discuss significant deviations from the substantive and time factors in the management plan, and identify and discuss any decisions which may be needed from the COR.

Monthly Manpower/Expenditure Reports: The contractor shall prepare monthly expenditure reports due at the same time as the monthly invoice. These reports, prepared and signed by the project director, shall summarize the actual personnel assignments for the month just completed, showing for each staff member the hours charged by task. The report shall project similar assignment information for the upcoming month. The reports shall also exhibit expenditures that segregate project costs by individual and by task or subtask, and specify for all travel the locations, duration, and personnel for each trip.

**Deliverables:** Monthly progress & manpower/expenditure reports

### IV. SCHEDULE OF DELIVERABLES

All deliverables noted below shall be submitted to the Department’s COR, Contract Specialist (CS), and CO electronically, unless otherwise noted. The COR reserves the right to inspect the contractor’s work at any point while in progress.

<table>
<thead>
<tr>
<th>Tasks and Deliverables</th>
<th>Due Dates</th>
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<tbody>
<tr>
<td><strong>Task 1—Kick-Off Meeting with the Department</strong></td>
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<tr>
<td>Kick-Off Meeting summary</td>
<td>1 week after kick-off meeting</td>
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<tr>
<td><strong>Task 2—Identify and Explore Study Design Options</strong></td>
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<tr>
<td>Draft Feasibility Plan and Protocol</td>
<td>5 weeks after kick-off meeting</td>
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<td>Final Feasibility Plan and Protocol</td>
<td>9 weeks after kick-off meeting</td>
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<td><strong>Task 3—Study Design Options Report</strong></td>
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<tr>
<td>Draft Study Design Options Report</td>
<td>24 weeks after award</td>
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<tr>
<td>TWG Materials Based on Study Design Options Report</td>
<td>32 weeks after award</td>
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<tr>
<td>Final Study Design Options Report</td>
<td>50 weeks after award</td>
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<td><strong>Task 4—Technical Working Group</strong></td>
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<tr>
<td>List of proposed TWG members</td>
<td>3 weeks after kick-off meeting</td>
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<tr>
<td>Summary of TWG meeting</td>
<td>1 week after TWG meeting</td>
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<tr>
<td><strong>Task 5—Reporting Requirements</strong></td>
<td></td>
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<tr>
<td>Monthly progress &amp; manpower/expenditure reports</td>
<td>15th of each month</td>
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SMALL BUSINESS SUBCONTRACTING PLAN

DATE:

CONTRACTOR:

ADDRESS:

SOLICITATION OR CONTRACT NUMBER: ________________

TITLE: ________________________

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of 48 CFR 52.219-9 II.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is $______________.

2. The following percentage goals (expressed in terms of a percentage of total planned dollars) are applicable to the above-cited contract or to the contract to be awarded under the above-cited solicitation.

The following total dollar amounts represent the subcontracting dollars proposed under the above-cited contract or the contract to be awarded under the above-cited solicitation.

(a) Small business concerns: ________% of total planned dollars under this contract will go to subcontractors who are small business concerns. Total dollars: $__________.  
(i) Veteran Owned Small Business Concerns: ________% of total planned dollars under this contract will go to subcontractors who are veteran owned small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: $__________.

(ii) HUBZone Small Business Concerns: ________% of total planned dollars under this contract will go to subcontractors who are HUBZone small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: $__________.

(iii) Small Disadvantaged Business Concerns: ________% of total planned dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: $__________.
(iv) Women Owned Small Business Concerns: % of total planned dollars under this contract will go to subcontractors who are women owned small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: $___________.

(v) Service Disabled Veteran Small Business Concerns: % of total planned dollars under this contract will go to subcontractors who are service disabled veteran small business concerns. This percentage is included in the percentage shown under 2(a), above, as a subset. Total dollars: $___________.

3. The following principal types of supplies and services will be subcontracted, and the distribution among small, veteran-owned small, HUBZone small, small disadvantaged, women-owned small, and large businesses is as follows:

4. The following method was used to develop the subcontracting goals in section 1 of this plan:

5. The following method was used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations):

6. The subcontracting goals in section 1 of this plan were established (check one) including not including indirect costs. The following method was used to determine the proportionate share of indirect costs to be incurred with the five types of small business concerns in section 1:

7. The following individual is employed by the offeror/contractor and will administer the offeror/contractor's subcontracting program. This individual's name, address, phone number, and duties are:

8. The offeror/contractor will make the following efforts to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts:

9. The offeror/contractor (check one) will will not include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and the offeror/contractor (check one) will will not require all subcontractors (except small business concerns) that receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
10. The offeror/contractor (check one of each)
    _____ will ______ will not cooperate in any studies or surveys as may be required;
    _____ will ______ will not submit periodic reports so that the Government can
determine the extent of compliance by the offeror/contractor with the
subcontracting plan;
    _____ will ______ will not Submit Standard Form (SF) 294, Subcontracting Report for
Individual Contracts, and/or SF 295, Summary Subcontract Report,
in accordance with paragraph (j) of clause 52.219-9 II; and
    _____ will ______ will not ensure that its subcontractors agree to submit SF 294 and
295.

11. The following types of records will be maintained by the offeror/contractor concerning
procedures that have been adopted to comply with the requirements and goals in the plan,
including establishing source lists:

12. The following is a description of the offeror/contractor's efforts to locate small business,
veteran-owned small business, HUBZone small business, small disadvantaged business,
and women-owned small business concerns and award subcontracts to them:

Signed:  Date: 
Name:  
Title:
# U.S. Department of Education

## CONTRACTOR PERFORMANCE INFORMATION

**Contractor Name and Address (Identify Division)**

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<td>4.</td>
<td>Period of Performance (including any option periods):</td>
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5. **Description of Requirement:**

6. **Ratings.** Summarize contractor performance and circle or type in the number below that corresponds to the performance rating for each category. Please see the attachment, which explains the rating scale.

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<th>Category</th>
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7. Total score:

Evaluated by:
Agency/Organization:
Date:

(In accordance with the Federal Acquisition Streamlining Act, the following information will not be released to the contractor.)

Telephone number:
Signature:
E-mail address:

Please email this form to the following addresses:

E-mail to: Endrias.Leuleseged@ed.gov and cc Veronica.Price@ed.gov

RFP: Feasibility Study for an Impact Evaluation of Promise Neighborhoods

Forms are due by 1:00 PM (Eastern Standard Time) on November 16, 2017.

SOURCE SELECTION INFORMATION—SEE FAR 3.104
Information entered on this form will be used in source selection decisions and is protected under subsection 3.104 of the Federal Acquisition Regulation. Do not disclose information entered on this form to the contractor or to any other person except as authorized by the Department of Education contracting officer.

Supplementary Questions

To assist the Department of Education contracting officer, we would greatly appreciate your taking the time to answer the following questions, if any, related to the contractor’s past performance: N/A
Contractor Performance Evaluation

Instructions for Completing Contractor Performance Information Form

Based on the rating area elements presented below and the rating guidelines on the back of this sheet, please evaluate contractor performance in each of the rating areas. On the “Contractor Performance Information” form, circle (or type in the “Comments:” area) the rating from 0 to 4 that most closely matches your evaluation of the contractor’s performance. Please add written comments for each rating. If you wish, you may attach additional comments or information. We would also appreciate your answers to the specific questions, if any, on the back of the form.

Please return the form to the address indicated on the back of the form. Thank you for your time and your cooperation.

The Department of Education will use the information from this form to evaluate offerors competing for contract awards. We may release the information from this form to the contractor during negotiations or debriefings. If we release information from this form, we will not release your name to the contractor.

Elements within Each Rating Area

Quality of Product or Service
- Compliance with contract requirements
- Accuracy of reports
- Appropriateness of personnel
- Technical excellence

Problem Resolution
- Anticipates and avoids or mitigates problems
- Satisfactorily overcomes or resolves problems
- Prompt notification of problems
- Pro-active
- Effective contractor-recommended solutions

Cost Control
- Within budget
- Current, accurate and complete billings
- Costs properly allocated
- Unallowable costs not billed
- Relationship of negotiated costs to actual
- Cost efficiencies

Timeliness of Performance
- Meets interim milestones
- Reliable
- Stays on schedule despite problems
- Responsive to technical direction
- Completes work on time, including wrap-up and contract administration
- No liquidated damages assessed

Business Relations
- Effective management
- Use of performance-based management techniques
- Business-like concern for the customer’s interests
- Effective management and selection of subcontractors
- Effective small/small disadvantaged business subcontracting program
- Reasonable/cooperative behavior
- Effective use of technology in management and communication
- Flexible
- Minimal staff turnover
- Maintains high employee morale
- Resolves disagreements without being unnecessarily litigious.

Customer Service
- Understands and embraces service and program goals
- Team approach with the customer
- Satisfaction of end users with the contractor’s service
- Positive customer feedback
- Prompt responses
- Courteous interactions
- Effective escalations and referrals
- Initiative and proactive improvements
- Creative service strategies
## Rating Guidelines

### Quality of Product or Service

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<th>Rating</th>
<th>Description</th>
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### Problem Resolution

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### Cost Control

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### Timeliness of Performance

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### Business Relations

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### Customer Service

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K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)  
(Reference 52.203-11)

K.2 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)  
(Reference 52.204-5)

K.3 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)  
(Reference 52.204-16)

K.4 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)  
(Reference 52.204-17)

K.5 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)  
(Reference 52.204-19)

K.6 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (NOV 2015)  
(Reference 52.209-2)

K.7 52.222-38 COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)  
(Reference 52.222-38)

K.8 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015)  
(Reference 52.225-25)

K.9 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611 Administrative Management and General Consulting Services

(2) The small business size standard is $15,000,000

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

_/_/ (i) Paragraph (d) applies.

_/_/ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.
(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K.10 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes
its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances. (b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years. (c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").
Predecessor legal name: ____.
(Do not use a "doing business as" name). (End of provision)

K.11 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are /_/ are not /_/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have /_/ have not /_/, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks `have`, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are /_/ are not /_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have /_/ have not /_/, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Federal taxes are considered delinquent if both of the following criteria apply:

(ii) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. ?? 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. ?? 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. ?? 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has /_/ has not /_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) `Principal' for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K.12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options;
and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database at https://www.acquisition.gov (see 52.204-7).

(End of provision)

K.13 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.14 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) Definitions. As used in this provision--

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) The North American Industry Classification System (NAICS) code for this acquisition is 541611 Administrative Management and General Consulting Services NAICS code.

(2) The small business size standard is $15,000,000 size standard.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [square] is, [square] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___--.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(4) of this provision.] The offeror represents as part of its offer that—

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___--.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each
HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___--. ] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.15 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.16 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.17 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--
K.18  52.230-1  COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of $750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

_/_/ (1) ``Certificate of Concurrent Submission of Disclosure Statement.''

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
(ii) One copy to the cognizant Federal auditor.

(Date of Disclosure Statement: __________________)
(Name and Address of Cognizant ACO or Federal Official Where Filed: ________________________________)

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

_/_/ (2) ``Certificate of Previously Submitted Disclosure Statement.''

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

(Date of Disclosure Statement: __________________)
(Name and Address of Cognizant ACO or Federal Official Where Filed: ________________________________)

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

_/_/ (3) ``Certificate of Monetary Exemption.''

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net
awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) "Certificate of Interim Exemption." The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. /_/ yes /_/ no

(End of Provision)

K.19 52.230-7 PROPOSAL DISCLOSURE -- COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes
No

If the offeror checked "Yes" above, the offeror shall—
(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K.20 3452.209-70 CONFLICT OF INTEREST CERTIFICATION (MAY 2011)

(a)
(1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR
Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information. A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules. A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity. A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services;

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to $5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(f) Conflict of Interest Certification.

The offeror, __________________, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. ________ that would create any actual or potential conflict of interest.
(or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such conflict of interest (or apparent conflict of interest).

Offeror's Name ________________________________
RFP/Contract No. ________________________________
Signature _______________________________________
Title ___________________________________________
Date ____________________________________________

(End of Clause)

K.21 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)
The offer [ ] does, [ ] does not, have an approved accounting system for purposes of cost reimbursement under this requirement. If so, specify the approving government audit agency or office and the date of approval.

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

(Date)
L.5 52.215-20 III  REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)--ALTERNATE III (OCT 1997)

(a) "Exceptions from certified cost or pricing data."

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) "Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) "Commercial item exception." For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror’s determination of the prices to be offered in the catalog or marketplace.

(b) "Requirements for certified cost or pricing data." If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media:
L.6  52.216-1  TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of Provision)

L.7  52.232-18  AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

L.8  52.233-2  SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Dept. of Education, 550 12th St. SW-7th Floor Washington, DC 20202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.9  52.252-1  SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

(End of Provision)
INSTRUCTION TO OFFERORS

FEASIBILITY STUDY FOR AN IMPACT EVALUATION OF PROMISE NEIGHBORHOODS

NOTICES TO OFFERORS: FAR Clause 52.215-1, Instructions to Offerors – Competitive Acquisition, shall apply to this submission. The outside of the proposal packaging, the cover of each proposal, and the header of each proposal page should contain the title “Feasibility Study for an Impact Evaluation of Promise Neighborhoods.” The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this Request for Proposals (RFP). It is understood that the proposal will become a part of the Government’s official contract file.

This RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this acquisition.

Offerors should prepare separate technical and business/cost proposals for the project. Each proposal should be separate and complete in itself so that evaluation of one may be accomplished independently of the other. Cost information must be restricted to the business proposal, and the technical proposal should not contain reference to specific costs (although resource information may be included so that the offeror’s understanding of the scope of the work may be evaluated). Past performance information should be included in the technical proposal.

An official authorized to bind your organization must sign the proposal. Offerors must submit the technical proposal electronically in WORD AND PDF format and the cost proposal electronically as an EXCEL WORKBOOK with a narrative description of costs electronically in PDF format. The separate proposal volumes must be submitted electronically as separate documents to Endrias.Leuleseged@ed.gov (Contract Specialist) with a carbon copy to Veronica.Price@ed.gov (Contracting Officer). If an email’s attachment size exceeds 20MB, it is recommended that the offeror break up the proposal into smaller attachments in separate emails. E-mail attachments must not exceed 20 MB in total size, or they will be rejected by the Department’s servers.

Proposals are due by 10:00 AM (Eastern Standard Time) on November 22, 2017.

Proposal Validity Period

The proposal must list the names and telephone numbers of persons authorized to conduct negotiations, and a statement to the effect that the proposal is firm for a period of at least 90 calendar days from the date of receipt of proposals specified within this RFP.

Clarification Questions

The U.S. Department of Education (the Department) will accept clarification questions from potential offerors. Clarification questions must be submitted by the due date, which is 10:00 AM (Eastern Standard Time) on November 1, 2017. All questions must be submitted electronically to Endrias.Leuleseged@ed.gov with a carbon copy to Veronica.Price@ed.gov. The Department does not guarantee that a response will be given to clarification questions submitted after the due date. Offerors will not receive a response until all questions have been received by
the due date. All questions and answers will be posted on the Federal Business Opportunities web site (www.FBO.gov). It is the prospective offeror’s responsibility to monitor this site.

Oral explanations or instructions given by the Government before the award of the contract(s) will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors if that information is necessary in submitting offers or if a lack of information would be prejudicial to any other prospective offerors.

General Instructions for the Technical Proposal (Volume I)

Through the technical proposal, the offeror must show a thorough understanding of the goals and activities of the Performance Work Statement (PWS) and demonstrate that proposed staff have the necessary experience and expertise to meet task objectives. While the intent of each task is spelled out in the PWS, this should be considered a starting point, and technical proposals must include detailed work plans and illustrative examples to fully describe the offeror’s plans to accomplish each task and the relevant deliverables. A proposal that simply repeats the language of the PWS without specifying the offeror’s technical solution will not be considered eligible for award.

Offerors are encouraged to suggest improvements to the approaches detailed in the PWS, along with a justification of the merits of these alternative approaches. Offerors may find it necessary to make adjustments to the schedule provided in the PWS, in accordance with the newly proposed strategies and/or procedures. In this case, offerors must clearly identify any changes in the schedule and explain their rationale, keeping in mind the Department’s objective of completing the requirement within the stated time frame.

Technical proposals must not exceed 30 double-spaced pages with a 12-point font size and margins of at least 1 inch. The page limit includes the narrative and corresponding tables/figures/graphics, abstracts of selected relevant corporate work, and lists of the current contractual commitments of proposed staff. The page limit does not include the appendix containing résumés for key project staff. However, résumés must be no more than 3 pages each. Also, the page limit does not include the appendix with subcontractors’ letters of commitment. The Department will not review any pages that exceed the maximum page limit.

All pages should be numbered consecutively, including appendices. Offerors must use the format and content requirements detailed below in preparing their technical proposals.

Bulleted and numbered lists within the regular text of the proposal must be double-spaced. They are not required to be indented. Footnotes may be single spaced and 10-point font. However, inserting frequent and/or lengthy footnotes that contain substantive information as a strategy to convey more content in the same number of pages is strongly discouraged. Overuse of footnotes is distracting to a reader and can make the proposal more disjointed or disorganized. Figures, tables, and graphics may be single spaced and 10-point font. However, offerors are strongly discouraged from converting substantial blocks of text into tables, figures, or graphics as a strategy to convey more content in the same number of pages. For example, offerors should not convert a bulleted or numbered list into a table simply to save space. Figures, tables, and graphics should only be used if they substantially improve the organization and presentation of material. Figures, tables, and graphics with a large amount of text are typically ineffective ways to present information.
Technical Proposal Format and Contents

Proposals must include, but are not limited to, each of the following sections:

- **A cover sheet with the name and address of the firm and signed by an officer of the firm.**

- **Abstract.** A one-page, double-spaced summary must be provided, abstracting the proposal contents in language understandable to an informed layperson. The abstract should indicate full acceptance of the solicitation requirements or note any exceptions justified in the text.

- **Table of Contents.** The Table of Contents must provide a means of quickly accessing important points of discussion in the proposal. The table of contents must also provide the name of the senior author (and coauthors, if applicable) of each section.

- **Introduction.** The offeror must provide an overview that demonstrates knowledge of: (a) issues relevant to the purpose of the procurement; and (b) design and analysis issues relevant to the study as described within the performance work statement. In addition, the introduction must also briefly describe the proposal, provide a rationale for why the proposed approach will best meet the intent and requirements of the contract, and describe the ways in which the proposed approach is unique, insightful, or particularly comprehensive.

- **Technical Approach (Task Descriptions).** This section must completely and concisely explain the strategies, operations, and procedures the offeror proposes to achieve the contract’s objectives, addressing each subtask, in the order presented in the PWS. This section should include a discussion of any potential issues that might arise and the proposed means to address them. Offerors are encouraged to suggest technical improvements to the work, so long as the suggestions are justified and feasible.

- **Management Plan and Timelines.** The offeror must present a proposed timeline that includes start and end dates for each project task and activity. It must be clear when work related to each subtask and deliverable will be accomplished, the key staff responsible for the work, and how time for Department approval of deliverables has been budgeted.

- **Proposed Personnel.** This section must provide the names of the proposed project director, other key personnel, subcontractors, and consultants. Offerors must indicate the number of proposed hours for each staff person (including subcontractors and consultants) by task, and describe the specific responsibilities of each proposed staff person. A narrative description that clearly describes how staff qualifications relate to the requirements of the PWS and proposed task assignments must be included.

To indicate the availability of staff persons to work on this contract, offerors must also indicate the proportion of each staff person’s time (including subcontractors and consultants) that is committed to current and pending federal and non-federal projects from December 2017 through December 2018. The offeror must also indicate the proposed proportion of each staff person’s time that would be committed to the current contract during this time frame.
The offeror must describe any sub-contractual arrangements thoroughly and make clear which tasks will be completed by subcontractors and the role that they will play. The offeror must assure that proposed subcontractors/consultants are free of conflicts of interest that might bias their approach to this work. Letter(s) by proposed subcontractors/consultants indicating willingness to serve if the offeror is selected, must be included with the offeror's proposal as an appendix.

This section must be accompanied by an appendix that includes résumés of no more than 3 pages each for key staff members. The resumes must include educational and professional background and should only highlight experience relevant to the contract.

- **Organizational Capabilities and Experience.** This section must include an organizational chart with an accompanying description of functional responsibilities, applicable prior corporate experience to carry out those responsibilities, lines of communication, and authority for project management along with mechanisms for cost and quality control. Applicable prior corporate experience should include evidence of successful experience with projects that are similar to the current project in terms of the specific tasks to be performed and the level of effort required.

In addition, offerors must provide a list of the title, contract number, award date, end date, and dollar amount of contracts with the U.S. Department of Education that are recent and most directly relevant to the requirements of the current procurement (as described in the PWS). Offerors should only include relevant contracts that are current or ended after October, 2013. This list and the discussion of corporate experience must be provided for any proposed subcontractors and consultants as well as for the proposed prime contractor. A brief abstract of each listed contract must be provided, focusing on how the contract is directly relevant to the current procurement. This section must provide the names of the proposed project director, other key personnel, subcontractors, and consultants.

- **Small Business Participation.** The Department values an approach where substantive work in a meaningful capacity is performed by capable small businesses more highly than an approach where only menial work is performed by small businesses. A meaningful capacity for substantive work includes work other than courier services, office supplies, or travel services. Therefore, a valued approach for the anticipated contract will be one where technical, analytical, data collection, or other significant services are performed by a small business that is capable of doing this work.

Offerors must state the work to be performed by a small business(es), the name of the small business(es), the socio economic status of each small business concern, and the percentage of work proposed to be performed by each small business concern in comparison to the total subcontracted amount (including large and small businesses), but NO COST INFORMATION SHALL BE PROVIDED.
Past Performance

To support the technical proposal, offerors must submit information about three contracts, completed in the last four years or currently in process but beyond the first year of the contract, which are of similar size, scope, complexity, or otherwise directly relevant to the effort required by this solicitation. The "Contractor Performance Information" form (Attachment C) should be used to collect this information from references. The three contracts may include those entered into with the Federal Government, agencies of State and local governments, and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used. Past performance forms may be submitted for contracts that were led by a proposed subcontractor, so long as the proposed subcontractor is playing a key role on the offer and the past performance contract is relevant to the key role that the subcontractor is proposed for. In total, no more than three Contractor Performance Information forms will be accepted, so offerors should carefully choose which contracts to submit forms for.

Each reference must complete the form and return it to the Contract Specialist, as prescribed on the form. Completed forms from references are due on the same day as Technical & Business Proposals under this solicitation. Request that the reference please return the completed form via email to the following individuals:

Email to: Endrias.Leuleseged@ed.gov and cc Veronica.Price@ed.gov

The Source Selection Authority/Contracting Officer reserves the right to obtain past performance information from other services such as CPARS and FAPIIS. The Government also reserves the right to obtain past performance information from other sources. Consideration of the offeror’s reputation in terms of quality, problem resolution, cost control, timeliness, business relations, and customer service will be evaluated.

Business Proposal (Volume II)

The Department anticipates awarding a Cost Plus Fixed Fee (CPFF) contract following a full and open competitive process. There is no page limit to the business proposal. The offeror must submit proposed costs for each task and subtask and for the project overall. The proposed budget for each task and subtask must include the number of hours each staff person is expected to commit, the labor category, and the hourly labor rate. Please verify that the contents of the business proposal are mathematically accurate (including rounding) and the supporting data reconcile in the proposal.

NOTE TO OFFERORS - It is required that your business proposal contain enough information for a cost realism determination to be made. Offerors are expected to use their best business judgment in submitting the necessary information. The Contracting Officer (CO) can reject an offeror’s proposal if a negative cost realism determination is made, or if proposed prices are found to NOT be reasonable. Federal Acquisition Regulation (FAR) 15.404-1 states, “cost realism means the costs in an offeror’s proposal are a) realistic for the work to be performed; b) reflect a clear understanding of the requirements; and c) are consistent with the various elements of the offeror’s technical proposal.” As such, Offerors proposals must contain identification of cost or pricing data (i.e., data that are verifiable and factual) and an explanation of the estimating process. When applicable, the following items must be specifically identified; e.g., Other Administrative Data (Refer to FAR 15.408, Table 15-2 I.C.). Please verify that the contents of the business proposal are mathematically accurate and the supporting data reconcile in the proposal.
Business Proposal Contents

The Business Proposal must include each of the following:

- **A cover sheet with the name, address, and DUNS number of the firm and signed by an officer of the firm.**

- **Abstract.** A one-page summary must be provided, abstracting the proposal contents in language understandable to an informed layperson. The abstract must indicate full acceptance of the solicitation requirements or note any exceptions justified in the text. A summary chart showing the proposed costs for the full performance period must be included.

- **Labor Rates.** Offerors must submit their labor rates broken out, not fully loaded. Offerors are encouraged to propose discounted rates to improve the competitiveness of their proposal. The labor mix and labor categories proposed must be consistent with the personnel proposed in the technical proposal. Any rate higher than $800 per day for any proposed consultant requires justification.

- **Cost Accounting, Estimating, and Purchasing System Information.** The offeror must include information on the status of its accounting, estimating, and purchasing systems. If these systems have been reviewed and approved by a Government Agency, the offeror must include a copy of the approval letter. If they have not, the offeror must provide a statement to this effect. This information must also be provided for each proposed subcontractor.

- **Breakdowns for Other Direct Costs and Other Resources.** Offerors must submit proposed costs itemized for each task/subtask, as well as a total proposed cost for the entire work to be performed under the contract. The proposed budget for each task and subtask must indicate the number of hours being proposed for each staff person and breakdowns of direct charges for materials, supplies, consultants, equipment, telephone, copying, travel, and any other major budget items, as well as indirect cost rates used in preparing the cost estimate. Indirect rates must be proposed in accordance with an offeror’s current provisional indirect cost rate agreement. A copy of current indirect cost rate agreements must be included with the business proposal for the prime contractor and each proposed subcontractor.

- **Subcontractor Cost(s).** Offerors must submit its cost analyses of all subcontractors proposed whose costs exceeds the threshold for certified cost or pricing data (as applicable). The following information must be addressed (as applicable):
  - If a subcontract proposal exceeds the threshold for certified cost or pricing data (FAR 15.403-4(a)) and is not otherwise exempt from other exceptions in accordance with FAR 15.403-1(b), please include the prime contractor’s price/cost analyses establishing the reasonableness of each subcontract price.
  - In accordance with the thresholds in FAR 15.404-3(c) and FAR 15.408, Table 15-2 II.A.(2), Cost and Pricing data, a copy of each subcontractor’s proposal must be provided.
  - Identify in the proposal the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract priced on a
competitive basis (FAR 15.408, Table 15-2 II. A. (1)) exceeding the threshold at FAR 15.403-4(a).

- Additionally, in accordance with FAR 52.215-22 Limitations on Pass-through Charges – Identification of Subcontract Effort, if applicable, if the Offeror intends to subcontract more than 70% of the total cost of work to be performed, the proposal must identify (i) the amount of the Offeror’s indirect costs and profit applicable to the work to be performed by the subcontractor(s) and (ii) a description of the added value provided by the Offeror as related to the work to be performed by the subcontractor(s).

- **Small Business Subcontracting Plan.** All Offerors who are not designated as a small business in the stated NAICS Code for this requirement must submit a Small Business Subcontracting Plan for review, to satisfy the applicable requirements of 48 CFR 52.219-9 II. A template (Attachment B) has been provided to facilitate this process. Offerors must submit the template and a small business subcontracting plan that contains all information and elements required by FAR 19.7.

In accordance with the Government-wide Procurement Preference Goal Program, the Department negotiates with the U.S. Small Business Administration to develop annual small business procurement goals for both prime contracts and subcontracts.

The Department’s small business goals for Fiscal Year 2017 are shown below. All prime contract small business goal figures are Percentage of Total Prime Contract Dollars. All subcontracting small business goal figures are Percentage of Total Subcontracting Dollars.

**FY2017 Prime Contract Small Business Goals**

<table>
<thead>
<tr>
<th>Small Business Category</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business</td>
<td>25.5%</td>
</tr>
<tr>
<td>Small Disadvantaged Business</td>
<td>5%</td>
</tr>
<tr>
<td>Women-Owned Small Business</td>
<td>5%</td>
</tr>
<tr>
<td>HUBZone Small Business</td>
<td>3%</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business</td>
<td>3%</td>
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</tbody>
</table>

**FY2017 Subcontracting Small Business Goals**

<table>
<thead>
<tr>
<th>Small Business Category</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business</td>
<td>31%</td>
</tr>
<tr>
<td>Small Disadvantaged Business</td>
<td>5%</td>
</tr>
<tr>
<td>Women-Owned Small Business</td>
<td>5%</td>
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<tr>
<td>HUBZone Small Business</td>
<td>3%</td>
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<tr>
<td>Service-Disabled Veteran-Owned Small Business</td>
<td>3%</td>
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</tbody>
</table>

**Conflict of Interest**

The offeror and all proposed subcontractors and consultants shall fill out the Conflict of Interest Certification in Section K (3452.209-70-Conflict of Interest Certification (May 2011)) of this solicitation. All Conflict of Interest Certifications are to be submitted with the offeror’s Business Proposals.
The offeror shall submit a Conflict of Interest Plan, providing details on its policies and procedures to identify and avoid potential actual or apparent organizational or personnel conflicts of interest. The Plan shall also address procedures taken to neutralize or mitigate such conflicts if they have not been or cannot be avoided. The Plan shall indicate that such policies and procedures are operative throughout the period of outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors, and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest, shall be included in the plan. The term “potential conflict” means a reasonably foreseeable conflict of interest.

The thoroughness, completeness, and effectiveness of the Plan shall be evaluated as part of the offeror’s overall proposal. The Plan will be incorporated into the contract awarded to the successful offeror.
M.1 Evaluation Criteria

Technical Evaluation Criteria
Feasibility Study for an Impact Evaluation of Promise Neighborhoods
RFP # ED-IES-17-R-0033

I. Basis of Award

The U.S. Department of Education intends to award one contract resulting from this competition. Award shall be made to the offeror, which is determined to be the best value to the Government in accordance with FAR 15.101. This determination is made through a comparative assessment of the offers.

The Department will make an award to the Contractor whose offer conforms to the solicitation and is most advantageous to the Government, cost and other factors considered. Tradeoffs apply to this requirement because it may be in the best interest of the Department to consider making an award to other than the lowest cost offeror, or other than the highest technically rated offeror. All factors other than cost, when combined, are significantly more important than cost. However, as technical merit among offerors becomes equal, cost will become more important in the source selection decision.

II. Definitions and Process for Rating Scale

The following adjectival ratings shall be applied for each evaluation factor, in tandem with the numerical ratings:

Excellent – Exceeds the requirements in a way which yields significant benefits to the Government; weaknesses, if any, are of small impact and NO significant weaknesses or deficiencies are present.

Adequate – Meets all requirements; the proposal offers no significant benefits beyond the stated, yet NO deficiencies exist.

Fair – Fails to meet the minimum requirements or has multiple significant weaknesses and/or one or more deficiencies. Deficiencies and/or significant weaknesses are correctable without major revisions to the proposal.

Poor – Fails to meet the minimum requirements; one or more deficiencies are noted for which correction would require a major revision or redirection of the proposal.

There is a variation to the definitions that will be used when evaluating Past Performance to account for a neutral rating. See below for the definitions to be used when evaluating Past Performance.

Excellent – The references provided are extremely relevant to the requirements in a way which yields significant benefits to the Government; weaknesses noted, if any, are of minimal impact and NO significant weaknesses or deficiencies in performance are present.

Adequate – The references provided are relevant to the requirements; performance weaknesses noted, if any, are of small impact which may not have required customer input, and NO deficiencies in performance are present.

Neutral – No relevant performance record is identifiable upon which to base a meaningful performance rating.

Poor – The references provided are slightly/nominally relevant or not relevant at all to the requirements; weaknesses noted are of relevant impact, and at least some were not successfully
mitigated, and/or performance deficiencies were noted for which correction required significant customer input.

The following definitions shall be applied appropriately by Panel Members when evaluating a proposed solution and documenting technical evaluation findings:

    Strength – An attribute in the proposal, which can be beneficial to the program or greatly increase the probability of successful contract performance.

    Weakness – An attribute in the proposal that is a flaw in the proposal that increases the risk of unsuccessful contract performance.

    Significant Weakness – An attribute in the proposal that is a flaw and appreciably increases the risk of unsuccessful contract performance.

    Deficiency – A material failure of a proposal to meet a Government requirement, or a combination of significant weaknesses in a proposal, that increases the risk of unsuccessful contract performance at an unacceptable level.

Evaluators shall assign an overall Risk Level to each offeror’s proposal, as it corresponds to the documented strengths, weaknesses, significant weaknesses, and deficiencies noted in each proposal.

    High Risk – The proposal contains risks that are considered to be likely to cause significant and serious disruptions in the schedule, increases in cost, and/or degradation in performance or quality; even with special attention from the contractor and close Government monitoring.

    Moderate Risk – The proposal contains risks that may cause some disruption in the schedule, in cost, and/or degradation in performance or quality but special attention from the contractor and close Government monitoring could possibly overcome the difficulties.

    Low Risk – The proposal contains risks that have little potential for causing disruption in the schedule, an increase in cost, and/or degradation performance or quality; normal effort from the contractor and normal Government monitoring can probably overcome any difficulties.

III. Technical Evaluation Factors

The Department will base the source selection decision for this procurement on the following evaluation criteria. Technical Merit will be determined on the basis of the following evaluation factors.

A. Soundness of the Technical Proposal—40 Points

The technical proposal:

- Demonstrates an understanding of the purpose and context of the requirement in its entirety, the major issues and objectives, and how they relate to each task.
- Proposes quality activities to accomplish each task. The activities proposed are clear, feasible, and creative. There is a sound plan for carrying out the activities for each task, and details about anticipated challenges in addressing the proposed research questions along with recommended solutions.
B. Technical Qualifications of Proposed Staff—40 Points

Proposed staffing demonstrates the following:

- Experience and skill in assessing the feasibility of, designing, leading, managing, and carrying out large-scale complex impact studies of education programs, policies, and practices – especially national studies of federal grant programs in education. This includes experience managing studies that use random assignment and other high-quality designs for assessing causal impacts (e.g., quasi-experimental, matched comparisons, or regression discontinuity). It also includes studies that required identification and recruitment of multiple sites (especially federal grantees, districts, and schools, as well as non-grantees to serve as a comparison group), close collaboration with research sites to carry out random assignment, extensive data collection and analysis (including student records, survey, and implementation data), effective cost control, and timeliness.

- Substantive content and technical knowledge relevant to an Impact Evaluation of Promise Neighborhoods described within the Performance Work Statement, including place-based initiatives (especially Promise Neighborhoods or initiatives with a similar structure), the specific content areas that place-based initiatives typically target, and evaluation methods related to random assignment and quasi-experimental design. This also includes knowledge and experience of how to work with federal program offices and grantees to efficiently coordinate and collaborate on a national impact evaluation of the federal grant program.

- Experience and skill in authoring well-written design reports for large-scale education impact studies. This includes demonstrating that these reports clearly and concisely present alternative possible study designs addressing the policy-relevant research questions to be answered, intervention choices, methodological design (e.g., RCT, regression discontinuity, matched comparisons), recruitment options, data collection options, and analysis options. It also includes demonstrating that the design reports considered the tradeoffs of various study design options and that the reports made clear recommendations about whether and how to proceed with a full study.

- Clearly identified and appropriate match between the experience and other qualifications of proposed personnel and the specific roles and tasks to which they are assigned. This includes clear descriptions of how the Project Director, Deputy Project Director, and/or Principal Investigator(s) are suited to their proposed leadership roles.

- Adequacy of time commitment.

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<th>Adequate</th>
<th>Excellent</th>
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<td>0-11</td>
<td>12-22</td>
<td>23-34</td>
<td>35-40</td>
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C. Related Corporate Experience and Capacity—15 Points

The technical proposal:

- Demonstrates prior successful corporate experience and capacity with projects of a similar nature. This includes successful corporate experience leading feasibility and design studies for large-scale impact evaluations in education that used random assignment or quasi-experimental methods, and especially for national evaluations of complex federal grant programs. This also includes successful corporate experience conducting subsequent large-scale impact evaluations in education, which
involved identifying and recruiting federal grantees to participate in the study, as well as non-grantees to serve as a comparison group, conducting random assignment, collecting a large volume of administrative data over multiple years, fielding surveys, and analyzing the resulting data to formulate policy-relevant findings.

- Demonstrates prior successful corporate experience and capacity producing well-written design reports for large-scale education impact studies. This includes demonstrating that these reports clearly and concisely present alternative possible study designs addressing the policy-relevant research questions to be answered, intervention choices, methodological design (e.g., RCT, regression discontinuity, matched comparisons), recruitment options, data collection options, and analysis options. It also includes demonstrating that the design reports considered the tradeoffs of various study design options and that the reports made clear recommendations about whether and how to proceed with a full study.

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<td>0-3</td>
<td>4-8</td>
<td>9-12</td>
<td>13-15</td>
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D. Management of Tasks and Study Procedures—5 Points

The technical proposal:

- Provides procedures for performing tasks to meet contract requirements in a cost-effective and timely manner, procedures for controlling work performance, assigning responsibilities, promoting communication, resolving problems, coordinating work of subcontractors and consultants, and ensuring work quality and timeliness.

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E. Vendor Past Performance—10 Points

- Past performance information is submitted that is relevant to the nature, scope and complexity of the work outlined in the PWS. Information received from Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), the contractor, and contractor-selected references is favorable, and does not contain any valid negative information. If relevant information is provided and contains no deficiencies in past performance, a favorable rating will be given (between 4 and 10 points). If past performance information is provided that has little or no relevance and/or contains deficiencies or weaknesses of relevant impact, an unfavorable rating will be given (between 0 and 2 points). If no relevant information on past performance is available for an offeror, the offeror will receive neither a favorable or unfavorable rating and will instead receive a neutral rating of 3 points for this factor.

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<th>Neutral</th>
<th>Adequate</th>
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<tr>
<td>0-2</td>
<td>3</td>
<td>4-6</td>
<td>7-10</td>
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F. Substantive Small Business Participation—10 Points

- For other than small businesses (Large Businesses), the Offeror’s proposed small business subcontracting includes substantive work in a meaningful capacity to be subcontracted to small businesses capable of completing that work. A meaningful capacity for substantive work as described here includes work other than courier services or office supplies. A meaningful capacity is one which small businesses are performing work for which they are qualified, under a particular task that is integral to the successful completion of the respective task(s), and ultimately, to the requirement as a whole. For this requirement, the goal of 31% or more of the total subcontract dollars be subcontracted to small businesses is to be considered a mandatory minimum.

- Offerors who are small businesses will automatically receive 10 points under this criterion if the small business demonstrates they are qualified and can credibly perform at least 51% of the budgeted work.

A maximum of 10 points can be earned for section F (Substantive Small Business Participation).

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<td>0-2</td>
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TOTAL POINTS = 120

IV. Business Evaluation

Cost proposals will not be scored or rated, but shall be reviewed as part of the overall proposal evaluation process, so that a determination for cost reasonableness and realism in accordance with FAR 15.404 may be made. Additionally, the offeror’s responsibility will be ascertained in accordance with FAR 9.104-1.